This copy of the agreement is provided to allow property owners to review terms of agreement prior to visiting Public Works Permit Counter at 630 Garden Street to sign and pay fee.



CITY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT

SEWER CONNECTION REPLACEMENT BY CITY WORK ORDER

PERMIT #:	DATE:
ADDRESS:	
OWNER/APPLICANT NAME:	PHONE NUMBER:
	EMAIL:
Sewer Connection General Location: Sewer Lateral ID (if known):	
Material of Sewer Lateral (if known): Number of 4" Sewer Tap(s):	
Number of 6" Sewer Tap(s):	
CONSTRUCTION DATES:	
Anticipated Work Start Date:	Anticipated Work End Date:

The above dates are a range in which the work may be completed (typically during the month after work order execution). The exact dates of work will be scheduled by the City's contractor. The Owner/Applicant will be notified prior to construction.

REQUEST

Owner has been notified by the City that the sewer lateral connection, or "Sewer Wye" (defined in SBMC 14.46.010 as the "Building Sewer Lateral") for the above referenced address must be replaced. Owner understands that replacement of the sewer lateral connection is Owner's responsibility. The City has established a program where upon request of an Owner and payment by the Owner of Sewer Wye Replacement Fee, the City will, on the Owner's behalf, cause the Sewer Wye to be replaced and brought up to current City standards by a licensed contractor retained and paid by the City. Owner requests to participate in the program according to the program terms and below Agreement and has submitted the Sewer Wye Replacement Fee concurrently with this Request.

AGREEMENT

- 1. Pursuant to the program and this Agreement the City will schedule the sewer lateral connection replacement by a licensed Class A General Engineering contractor retained by the City.
- 2. Prior to the replacement work, the sewer lateral connection location and depth must be confirmed by City staff and marked for utility coordination (Underground Service Alert). In order to verify the connection, the City will need access to the property to perform a dye test, involving pouring colored dye into a cleanout or fixture within the building. The Owner(s) and/or Account Holder (if different than Owner(s)), or building tenant must be present at the time of the lateral connection location.
- 3. Owner agrees to pay an additional fee of \$600 per each four foot depth beyond 8 feet at the sewer main excavation. The payment will be made prior to the replacement of the sewer lateral connection. If payment is not made within five days following invoice notification to the Owner, the City may complete the sewer lateral connection replacement and add the additional fee to the Owners water bill.
- 4. Once the lateral connection is verified, the City will transfer the work to the Contractor retained by the City for the following month. Once an estimated replacement date is established by the Contractor, the replacement work will be coordinated with all parties. The City or its contractor will notify Owner(s) and Account Holder (if different than Owner(s)) by telephone at the number(s) stated above to confirm the work date once it is available.
- 5. To expedite the replacement work and provide a safe working space for the City's contractor, the Owner or occupant of the property if different from the Owner will reduce water usage while the Contractor is replacing the connection fitting. In some cases, water service may need to be shut off for the duration the contractor is replacing the connection fitting. In the event that water services is shut off, water service will be restored by City staff as soon as possible after the replacement. Owner is responsible for assuring that the occupant is notified of the requirements of this paragraph.
- The City's contractor will not do any work on the Owner's sewer lateral other than work necessary to reestablish service from the sewer lateral to the new Sewer Wye or fitting in accordance with City Standards.
- 7. The Owner(s) waive any compensation for the possession or use of the above referenced property, including compensation for damage to existing landscaping that may be occur due to replacement of the sewer lateral connection. The Owner(s) agree that the City is not responsible for the condition of the plumbing on the property and shall not be liable for any leaks or damage to the property resulting from the condition of the plumbing or shutting off and restoring water service to the property. The City will indemnify the Owner(s) for any liability to third parties caused by the City's entry to the property or performance of the work.
- 8. The City will restore the property to the condition that existed prior to the work to the extent reasonably practical. However, the City is not required to replace trees, landscaping, hardscape, or improvements that were not lawfully permitted by the City or could interfere with, obstruct, harm or prevent future maintenance on City facilities including the sewer main. If Owner(s) wish to salvage materials within the excavation footprint, the Owner must do so prior to the work date.
- 9. The City will require the City's contractor to construct the new Sewer Wye or fitting and perform all related work in in conformance with City Standards, and free from defective workmanship and materials. The City will also require the City's contractor to warranty the work for a period of one year from the date of completion. Upon written notice from Owner to City Wastewater Staff (via email to brahrer@santabarbaraca.gov) of any defect in the work discovered during the warranty period, the City will correct the defective work at its own cost within one month or as necessary to maintain service.
- 10. Except for warranty repairs, nothing in this agreement alters the Owner's responsibility for repair and maintenance of the Sewer Wye and the sewer lateral as provided in the Santa Barbara Municipal Code.
- 11. Upon completion of the work, the City will send the Owner(s) a letter indicating the date the work was completed.

I HAVE VERIFIED THE ABOVE WORK ORDER DESCRIPTION AND UNDERSTAND AND AGREE THAT THIS IS WHAT WILL BE CONSTRUCTED.

OWNER/APPLICANT SIGNATURE	DATE